

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON
AT SEATTLE

UNITED STATES OF AMERICA,

Plaintiff,

v.

RAJNINDER JUTLA,

Defendant.

Case No. CR19-141-RSM

ORDER DENYING MOTION TO
WITHDRAW FROM PLEA
AGREEMENT

This matter comes before the Court on Defendant Rajninder Jutla's Motion to Withdraw from Plea Agreement. Dkt. #92. Defendant seeks to withdraw the guilty plea she entered on January 26, 2023, to Count 11 of the Superseding Indictment, which charged health care fraud. Dkt. #87. The Government opposes Defendant's Motion. Dkt. #96.

After accepting a guilty plea, but before imposing sentence, a Court may in its discretion permit a Defendant to withdraw said plea if "the defendant can show a fair and just reason for requesting the withdrawal." Fed. R.Crim. Pro. 11(d)(2)(B). The defendant bears the burden of making such a showing, but the "fair and just" standard must be applied liberally. *United States v. Ortega-Ascanio*, 376 F.3d 879, 883 (9th Cir.2004). Fair and just reasons include "intervening

1 circumstances, or any other reason for withdrawing the plea that did not exist when the defendant
2 entered his plea.” *Id.*

3 Defendant’s basis for her Motion is that she takes issue with a sentence in the Plea
4 Agreement’s statement of facts section, which reads: On March 31, 2015, Dr. Jutla wrote a
5 prescription for patient J.F. for compounded cream medication FFCGL, listing three refills with
6 the date of March 2, 2015, crossed out and the date of March 31, 2015, hand-written.” Dkt. #87
7 at 8 ¶ i.¹ Defendant contends that she did not sign the prescription for patient J.F. referred to in
8 this sentence, and that her signature was forged. Defendant states that she did not have access to
9 this document in her own patient records (Dkt. #92 at 6 ¶ 4) and that she had never seen a copy
10 of the prescription before she entered her guilty plea (*Id.* at 5 ¶ 3). Defendant’s counsel declares
11 that she “was not able to establish that the Federal Public Defender’s office provided Dr. Jutla
12 with a copy of the March 31, 2015 prescription to J.F. before she entered her guilty plea” and,
13 based on a representation made by AUSA Tom Woods, “the copy [of the prescription] the
14 government acquired was not from the seizure of Dr. Jutla’s patient records, but [AUSA Woods],
15 of course could not confirm or deny what patient records [Defendant] had retained.” *Id.* at 6 ¶ 4.
16 Defendant’s Motion is also accompanied by a declaration from handwriting expert Hannah
17 McFarland, in which she states:
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22 I conducted an independent examination of a copy of a Patient Information document
23 dated 3-31-15 to determine if the Rajni Julta [sic.] signature on it is genuine or
24 not....Based upon the available evidence it is my professional opinion that the questioned
25 Rajni Julta [sic.] signature on the Patient Information document described above is
26 probably not genuine. This degree of opinion “probable not genuine” is on a more
27 probable than not basis.

28 Dkt. #92-1 at ¶¶ 3, 6.

¹ Defense counsel includes other issues Defendant raised with regards to her plea and with the case, but clarifies these are “not offered as a basis for this motion.” Dkt. #92 at 7 ¶ 8 (emphasis in original). The Court has reviewed and is aware of these issues, but does not consider them for purposes of this Motion.

1 The Court finds Defendant's issue with this sentence in the Plea Agreement's statement
2 of fact section does not meet the standard of a "fair and just reason for requesting the withdrawal."
3 After a defendant's plea is accepted "the decision to allow withdrawal of a plea is solely within
4 the discretion of the district court." *United States v. Nostratis*, 321 F.3d 1206, 1208 (9th Cir.
5 2003). Ultimately the Court finds that this sentence, and specifically the March 31, 2015,
6 prescription for patient J.F. is unrelated to the charge to which Defendant pleaded guilty.
7 Defendant pleaded guilty to health care fraud, *i.e.*, deceiving insurance companies so as to have
8 them cover the costs of Subsys. The prescription at issue is, however, for "a compounded cream
9 medication FFCGL"—*not* Subsys. As the Government argues in its Response: "The prescription
10 at issue had nothing to do with Subsys or even its distributor, Insys. Rather, the prescription was
11 part of a kickback scheme involving compound cream involving an unrelated Florida company."
12 Dkt. #96 at 6.

15 Accordingly, it is hereby ORDERED that Defendant's Motion to Withdraw from Plea
16 Agreement (Dkt. #92) is DENIED.

18 DATED this 18th day of August, 2023.

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23 RICARDO S. MARTINEZ
24 UNITED STATES DISTRICT JUDGE
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